

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civ. No. 1:16-cv-00832-MV-JFR

**ACOMA CEREMONIAL SHIELD,
MORE PARTICULARLY DESCRIBED AS:
LOT #68 “BOUCLIER DE GUERRE PUEBLO
PROBABLEMENT ACOMA OU JEMEZ XIX SIÈCLE
OU PLUS ANCIEN CUIR.”**

Defendant-in-rem,

and

PUEBLO OF ACOMA,

Claimant,

and

JEROLD COLLINGS,

Claimant.

SETTLEMENT AGREEMENT AND RELEASE

The United States and Claimants Pueblo of Acoma and Jerold Collings agree as follows:

1. The Defendant Acoma Ceremonial Shield described in the caption will be returned to Claimant Pueblo of Acoma.
2. Immediately following the filing of this settlement agreement, Claimant Jerold Collings, in his capacity as consignor of the Acoma Ceremonial Shield, will authorize and direct the custodian and consignee of the Acoma Ceremonial Shield, EVE Auction House, located in Paris, France, to release the Ceremonial Shield to the custody of the United States at the

Embassy in Paris. The United States will designate a Federal Law Enforcement Agent to receive custody of the Acoma Ceremonial Shield. After assuming custody of the Acoma Ceremonial Shield, the designated Federal Law Enforcement Agent will expeditiously transport the Acoma Ceremonial Shield to the evidence room at the Bureau of Indian Affairs (BIA) in Albuquerque, New Mexico United States. The Acoma Ceremonial Shield will be maintained in the BIA evidence room pending the issuance of an order dismissing this action, which shall be promptly pursued by all parties to this agreement.

3. After the Acoma Ceremonial Shield is delivered to the BIA in Albuquerque, the United States will file an appropriate motion to dismiss this action with prejudice.

4. Upon issuance of an order of dismissal, the United States Attorney for the District of New Mexico will release the Acoma Ceremonial Shield to representatives designated by the Pueblo of Acoma to receive the Acoma Ceremonial Shield.

5. Each party will bear its own costs and attorney's fees in this case.

6. Entry of a Certificate of Reasonable Cause pursuant to 28 U.S.C. § 2465 is appropriate.

7. The terms of this Settlement Agreement and Release constitute full settlement and satisfaction of any and all claims by the Plaintiff United States and Claimants Pueblo of Acoma and Jerold Collings to the Defendant Acoma Ceremonial Shield.

8. Claimants Pueblo of Acoma and Jerold Collings release and forever discharge the United States, including but not limited to the United States Department of Justice (DOJ), the Federal Bureau of Investigation (FBI), the United States Marshals Service (USMS), the Office of the United States Attorney for the District of New Mexico (USANM), the United States Department of the Interior (DOI), the Bureau of Indian Affairs (BIA), and any federal law

enforcement agency, and their agents and employees, acting in their individual or official capacities, from any and all claims, rights, or causes of action, damages, expenses and costs, known or unknown, which Claimants have or may have against these federal agencies and their employees and agents arising from, related to, or as a result of, any actions with respect to the Defendant Ceremonial Shield.

9. The United States releases and forever discharges Claimants Pueblo of Acoma and Jerold Collings, from any and all claims, rights, or causes of action, damages, expenses and costs, known or unknown, which the United States has or may have against the Claimants Pueblo of Acoma and Jerold Collings arising from, related to, or as a result of, any actions with respect to the Defendant Acoma Ceremonial Shield.

10. Claimant Pueblo of Acoma shall hold harmless the United States, including but not limited to the DOJ, the FBI, the USMS, the USANM, the DOI, the BIA, and, any federal law enforcement agency, and their agents and employees, acting in their individual or official capacities, from any and all claims, rights or causes of action, damages, expenses and costs, known or unknown, which Claimants or any third parties, heirs, successors, agents, subrogees, or assigns, have or may have against these government agencies and their employees and agents arising from, related to, or as a result of, any actions with respect to the Defendant Acoma Ceremonial Shield.

11. This Settlement Agreement and Release may be executed in multiple counterparts.

Respectfully submitted
as well as Agreed and Approved by:




JOHN C. ANDERSON
United States Attorney
P.O. Box 607
Albuquerque, NM 87103
(505) 346-7274



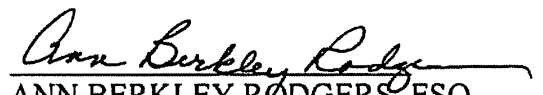
STEPHEN R. KOTZ
Assistant United States Attorney

AGREED:



PUEBLO OF ACOMA
Brian D. Vallo, Governor
Claimant

APPROVED:



ANN BERKLEY RODGERS, ESQ.
AARON M. SIMS, ESQ.
Chestnut Law Offices, P.A.
Attorneys for Claimant Pueblo of Acoma
121 Tijeras Ave. NE, Suite 2001
Albuquerque, NM 87102
(505) 842-5864

AGREED:

JEROLD COLLINGS
Claimant

APPROVED:

MARK M. RHODES, ESQ.
Rhodes & Salmon, P.C.
Attorneys for Claimant Jerold Collings
1801 Lomas Blvd. NW
Albuquerque, NM 87104
(505) 247-0328

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